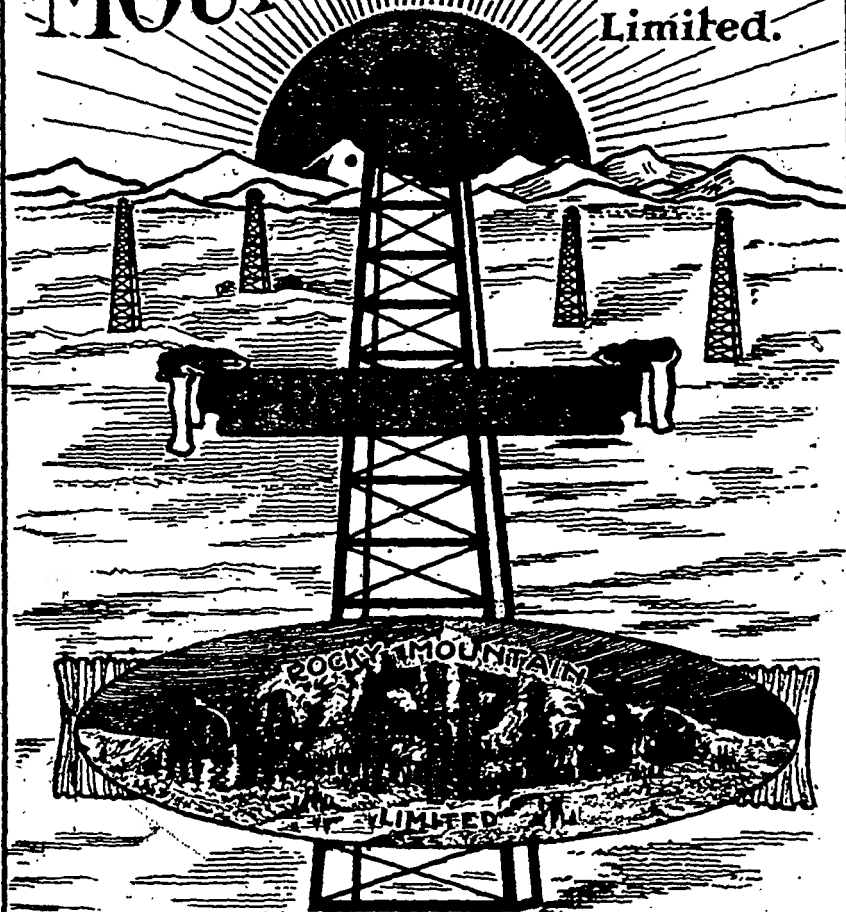


ROCKY MOUNTAIN OIL FIELDS Limited.

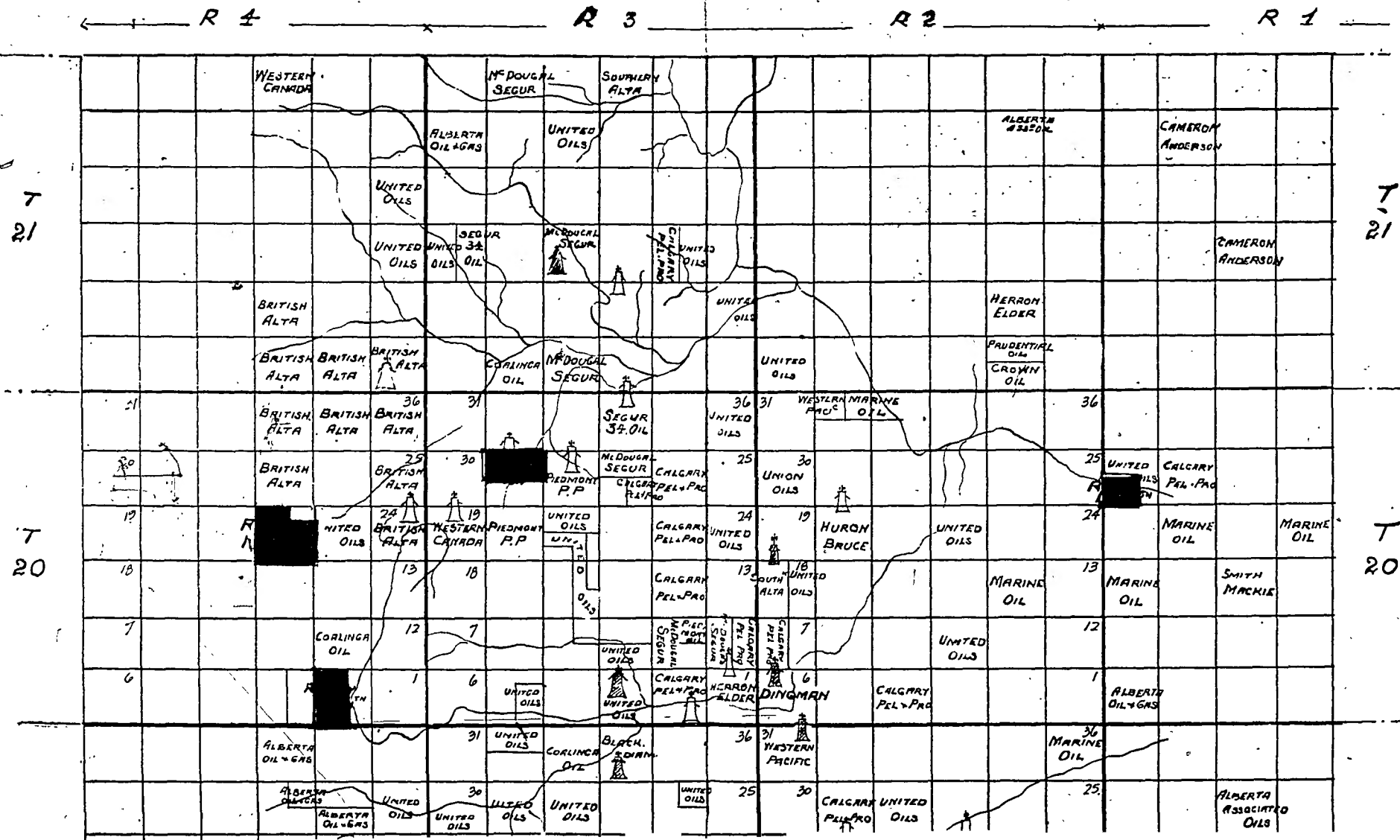



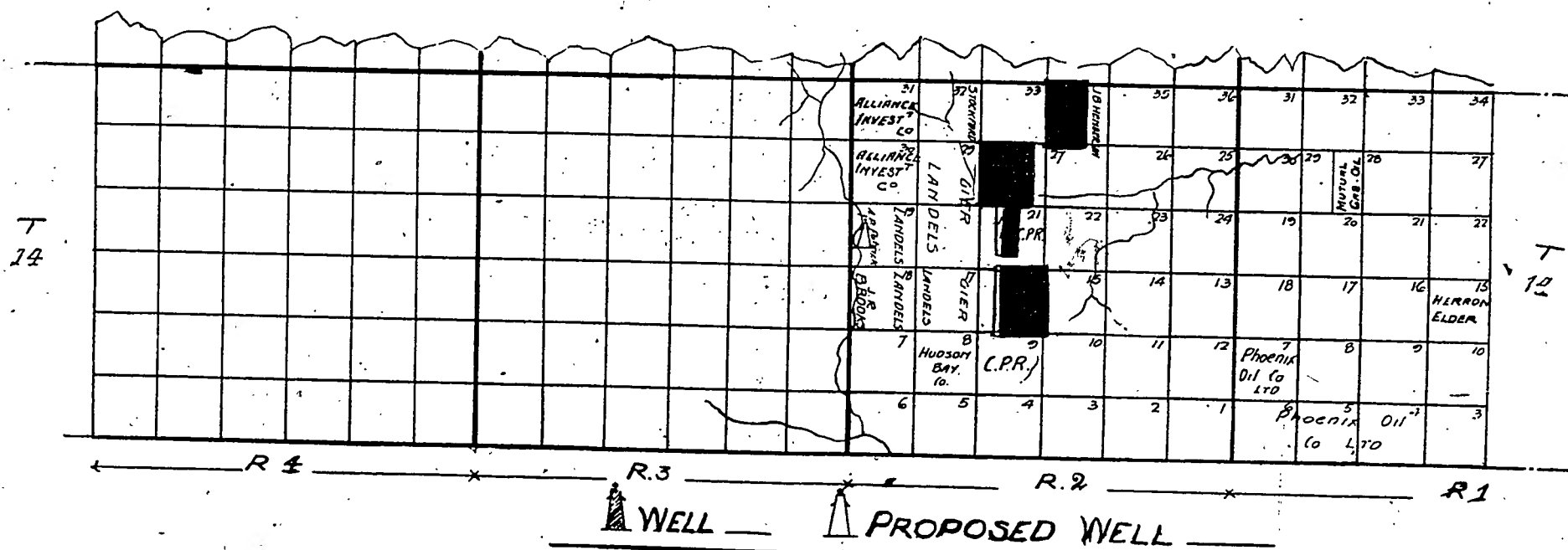
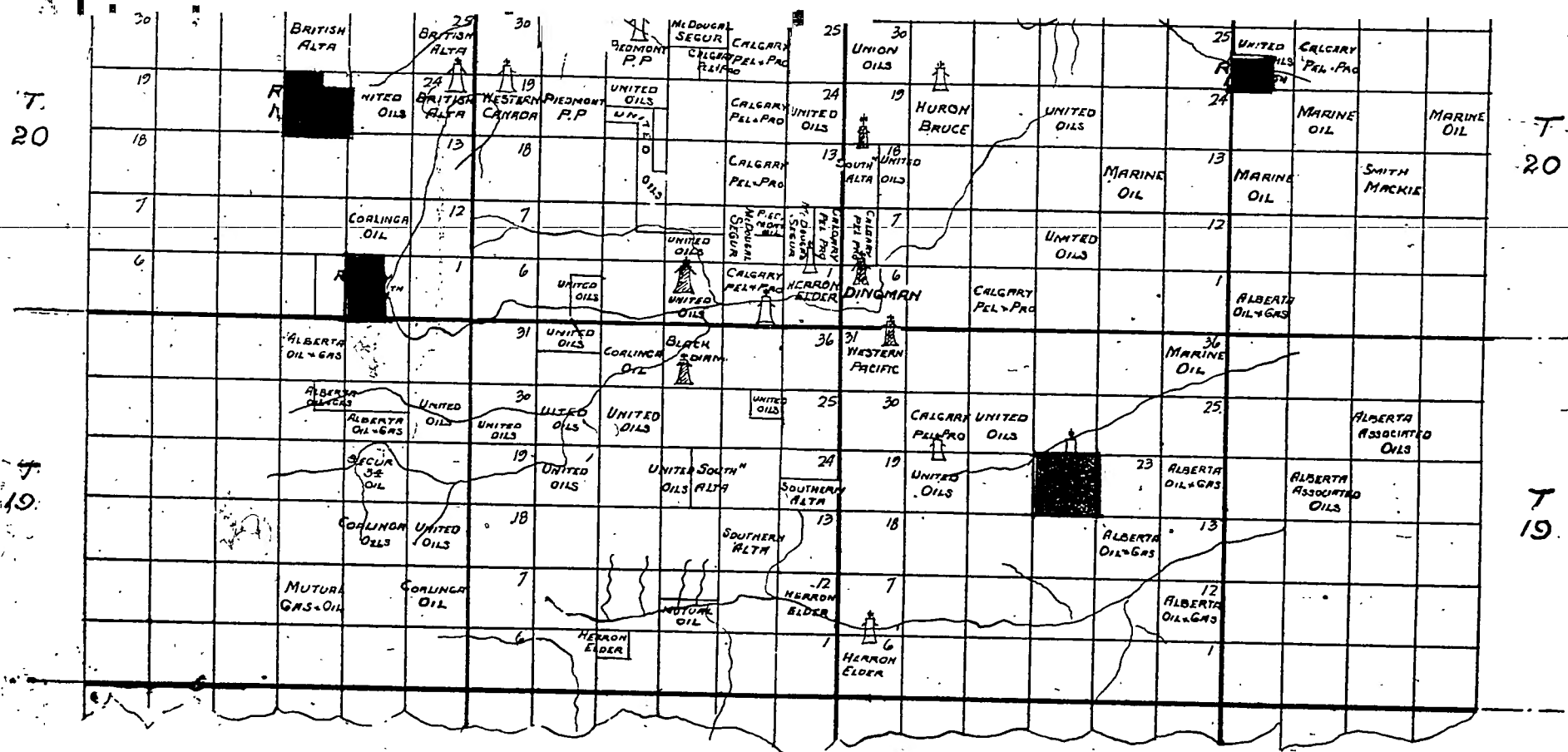
Issued in accordance with the Laws of Alberta June 8th., 1914

*Filed with the Registrar of Joint Stock Companies for the Province
of Alberta June 8th., 1914*

ROCKY-MOUNTAIN OIL FIELDS LTD

Company's Holdings are shown in RED

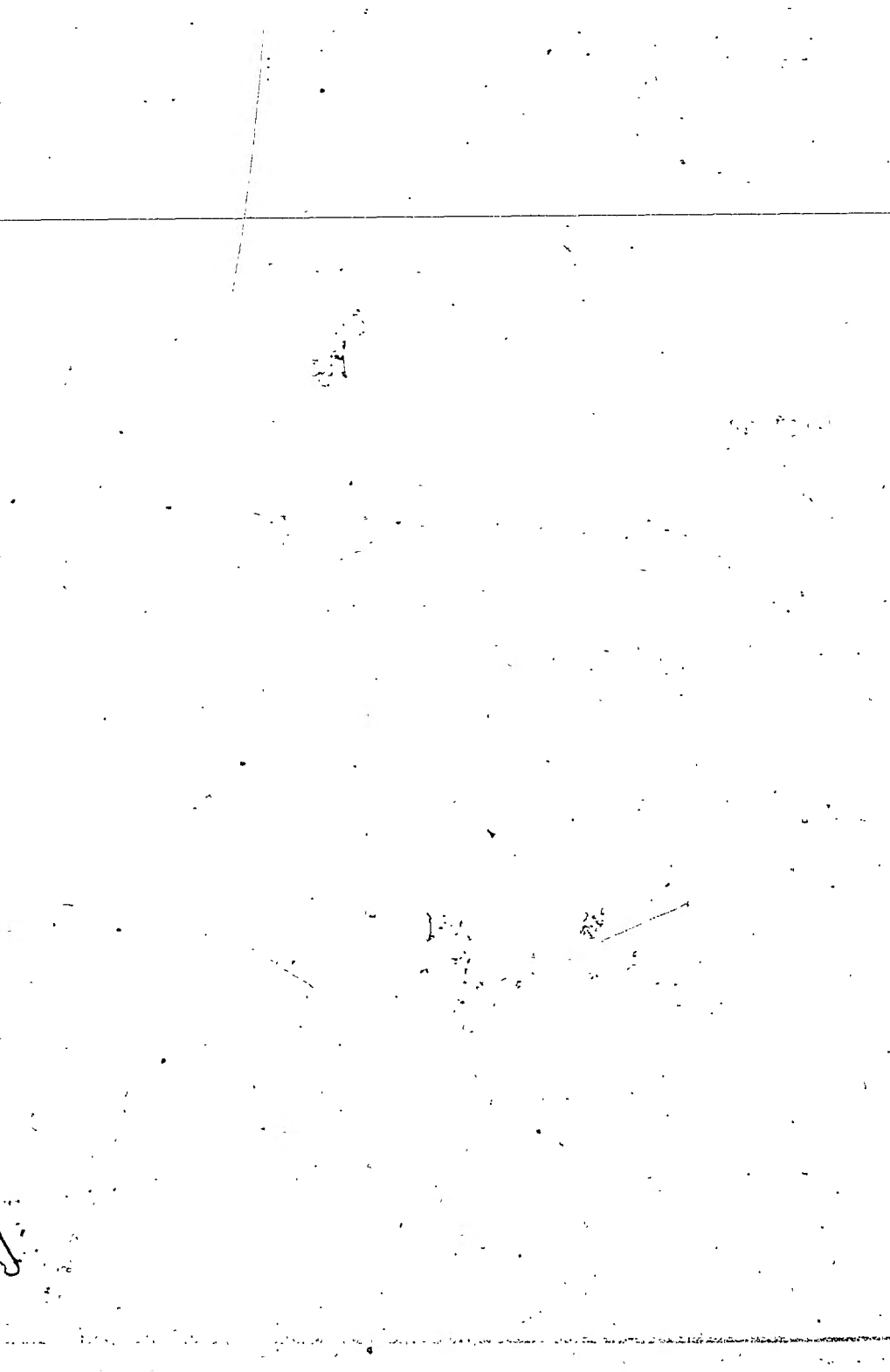



WELL

PROPOSED WELL

Phoenix	Oil
Co	Ltd

Phoenix	Oil
Co	Ltd



Pam 625.065
R684p

ROCKY MOUNTAIN OIL FIELDS, LIMITED



PROSPECTUS

Issued in accordance with the Laws of Alberta June 8th., 1914

*Filed with the Registrar of Joint Stock Companies for the Province
of Alberta June 8th., 1914*

Rocky Mountain Oil Fields

Limited

(Incorporated under the Laws of the Province of Alberta)

CAPITAL - \$500,000

Issue of 50,000 shares of the par value of \$5 each,
proceeds of which issue, less commission for sales
to be devoted exclusively to the development
of the property of the Company.

Officers and Directors:

STEPHEN E. BEVERIDGE.....President
Capitalist, Calgary, Alta.

ALEXANDER F. LANDELS.....Vice-President
Gentleman, Calgary, Alta.

T. A. P. FROST.....Director
Alderman, Calgary, Alta.

F. D. BEVERIDGE.....Director
Capitalist, Calgary, Alta.

J. C. MILLIGAN.....Director
Civil Engineer, Calgary, Alta.

W. T. D. LATHWELL.....Director
Barrister, Calgary, Alta.

Bankers:

STANDARD BANK OF CANADA

Solicitors:

LATHWELL & WATERS, New Herald Building, Calgary

Auditor:

P. H. TOD, Calgary

Consulting Engineer:

F. JOHN SUR, E.M., 311 Beveridge Bldg., Calgary.

Secretary-Treasurer and Registered Office:

D. M. LeBOURDAIS, 316 Beveridge Bldg., Calgary

PROSPECTUS

ALBERTA OIL FIELDS



IN view of the wide-spread publicity which has been given to the striking of oil in Alberta at the now famous Dingman Well, and also in view of the fact that the field has been favorably passed on by every eminent geologist who has examined it, it is not the intention here to go into any discussion of the merits of the field in general, but to pass on to the particular company under consideration and the sections of the field in which it proposes to operate.

ROCKY MOUNTAIN OIL FIELDS, LIMITED

Rocky Mountain Oil Fields, Limited, was incorporated in September, 1913, and was organized primarily as a holding Company to acquire certain petroleum and natural gas rights in the vicinity of the Dingman Well, which was then down about 1,500 feet. The Calgary Petroleum Products Company, Limited, the owners of the Dingman Well, with the exception of one other, was the only Company doing development work in the field at that time. It was the intention of the organizers of the Rocky Mountain Oil Fields, Limited, to merely acquire certain well located oil leases and to await the results of the drilling operations at that time under way. For that reason, the capital of the Company was placed at the nominal sum of \$100,000.00, divided into 20,000 shares of a par value of \$5.00.

ORIGINAL LEASES ACQUIRED

By agreement dated September 18th, 1913, the petroleum and natural gas rights in and under the various parcels of land given below, were purchased for the prices and upon the terms as follows:—

From Stephen E. Beveridge:

North half of Section 22, Township 19, Range 2, west of the 5th.

South-west quarter of Section 30, Township 20, Range 1, west of the 5th.

North-west quarter of Section 22, Township 20, Range 4, west of the 5th.

for the sum of Seventeen Thousand, Three Hundred and Five Dollars (\$17,305) payable in fully paid shares in the Company.

From Edwin C. Clow:

The north half of Section 29, Township 20, Range 3, west of the fifth meridian, for the sum of Seven Thousand and Seven Hundred Dollars (\$7,700.00), payable in fully paid shares in the Company.

From Alexander F. Landels:

South half of Section 22, Township 20, Range 4, west of the 5th.

West half of Section 2, Township 20, Range 4, west of the 5th.

for the sum of Fifteen Thousand and Four Hundred Dollars (15,400.00), payable in fully paid shares in the Company.

From J. B. Henderson:

A two-fifths interest in the south half of Section 22, Township 19, Range 2, west of the fifth meridian, for the sum of Three Thousand Eight Hundred and Forty Dollars (\$3,840.00), payable in fully paid shares in the Company.

From L. R. Wilson:

A three-fifths interest in the south half of Section 22, Township 19, Range 2, west of the fifth meridian, for the sum of Five Thousand Seven Hundred and Fifty-five Dollars (\$5,755.00), payable in fully paid shares in the Company.

The whole amounting to 10,000 shares of a par value of Fifty Thousand Dollars (\$50,000.00).

The above transactions left 10,000 shares in the treasury valued at Fifty Thousand Dollars (\$50,000.00). This amount was felt by the directors to be insufficient for successful development purposes, and it was their intention to increase the capital whenever circumstances should warrant such action.

FIRST STRIKING OF OIL

On October 8th, 1913, a quantity of oil, known technically as a "white oil" was encountered in the Dingman well, at a depth of approximately 1,565 feet.

This unexpected strike caused a mild "boom" in oil leases and oil companies' shares and the directors sought to take advantage of it by placing the treasury stock on the market in the hope that sufficient capital might be raised to enable the Company to commence drilling operations.

As the value of the company's holdings had been greatly enhanced by the promising indications found in the Dingman

well, and in view of the low capitalization of the Company, the directors felt justified in placing a premium of \$2.50 on the company's shares to take effect on November 1st, 1913. They felt that the additional revenue which they hoped to derive thereby would compensate in a measure for the limited number of shares which were available for public subscription.

The sudden increase in the market price of shares, however, coming at a time when the "boom" was almost spent, had the effect of checking the sale of stock almost completely, so that up to the date of the issuing of this prospectus there had been sold only 1,884 shares.

Capital Increased.

By a resolution of the directors passed at a meeting held May 19th, 1914, and confirmed by a special general meeting of the shareholders held June 3rd, 1914, the capital of the Company was increased to \$500,000, divided into 100,000 shares of a par value of \$5.00.

By agreement entered into, dated May 22, 1914, between the Company of the one part, and Stephen E. Beveridge and Donat M. LeBourdais of the other part, both of Calgary, brokers, the Company purchased the petroleum and natural gas rights in and under the following described parcels of land:

West half of Section 34, Township 14, Range 2, west of the 5th.

West half and L.S.D. 2, 7, 10 and 15 in Section 28, Township 14, Range 2, west of the fifth meridian.

L.S.D. 6, 11 and 14 in Section 21, Township 14, Range 2, west of the fifth meridian.

East half and L.S.D. 3, 6, 11 and 14 in Section 16, Township 14, Range 2, west of the fifth meridian.

The purchase price of the above is taken wholly in shares of the Company at par, amounting to 38,116 shares out of which the vendors have agreed to grant a bonus to the holders of the original shares on the following basis:—

Original vendors' shares issued, 10,000.

Bonus on basis of one share additional for each share held	10,000 shares
--	---------------

Original treasury shares issued 1884. Bonus on basis of two shares additional for each share held	3,768 "
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Total bonus shares	13,768 "
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From the above it will be seen:

That the Company controls 3,320 acres of petroleum and gas rights.

That the Company has paid \$250,000 in stock for the said rights, or at the rate of \$75.00 per acre; and

That there remains in the treasury 50,000 shares at a par value of \$250,000.00, which shares are now offered to the public.

The above mentioned 1,400 acres were acquired after careful examination by the well-known geologist and petroleum engineer, F. John Sur, E.M., who has been retained by the Company as its consulting engineer, extracts from whose report are given herewith.

EXTRACTS FROM REPORT OF F. JOHN SUR, E.M.

Calgary, June 4th, 1914

Messrs. Rocky Mountain Oil Fields, Ltd.,
Calgary, Alta.

Gentlemen:

Acting under your instructions, I have made an examination of your holdings with reference to the petroleum producing possibilities, and herewith present my report.

The parcels upon which I recommend drilling are as follows:

North half of Section 29, Township 20, Range 3, west of 5th.

East half of west half of Section 16, Township ¹⁴ Range 2, west of 5th.

Geological Formation

Exposed in portion of Section 16, Township 14, Range 2, are beds of Judith River formation, in which fossils of the following species are determinable: "Platanus Seguoia reichen-bachi" (leaves and branches). This was a fresh water formation and lies above the Claggett formation and has a thickness of eight hundred feet. Further West, the thickness of the Claggett formation measured six hundred feet.

As the strata is tilted on the east side of the anticlinal flexure at a sixty degree angle, I figure that your drilling depth to petroleum horizons should not exceed 3,200 feet.

The structural fold or anticlinal flexure is asymmetrical in form,—that is to say, that the west flank or limb has less slope than the east slope. A forty degree dip westward and fifty degree dip eastward, as I have shown on the appended map, will approximately describe it.



SKETCH AND CROSS-SECTION SHOWING CREST OF ANTICLINAL
FLEXURE IN SECTION 16, TOWNSHIP 14, RANGE 2.

The western slope or flank of the flexure is where I have chosen for the drill site. The flank with the lesser slope allows for a greater petroleum drainage area and more space for an accumulation of petroleum.

The crest of the fold traverses your property in Section 16, Township 14, Range 2, with a general direction of N. 13, West, corrected reading. Its influence upon your property in section 21 and section 28 of the same township and range is of great scope. Petroleum horizons can be reached with the drill on these properties, but a greater depth than where I have chosen for you to drill, viz., Section 16.

Topographically, the country is ranged with hills that rise one thousand feet in three-quarters of a mile.

Traversing Section 29, Township 20, Range 3 in a north-westerly direction is the anticlinal flexure upon which I can recommend that you drill. The depth to petroliferous horizons does not exceed 2,500 feet, depending upon how close the well is drilled to the crest or apex. I suggest that you drill not closer than 200 feet from the crest. This location is approximately the same as that held by United Oils Company of Alberta. The anticlinal flexure is the same, the depth to petroleum horizons attainable with a drilling rig, and the strata not too highly tilted for drilling.

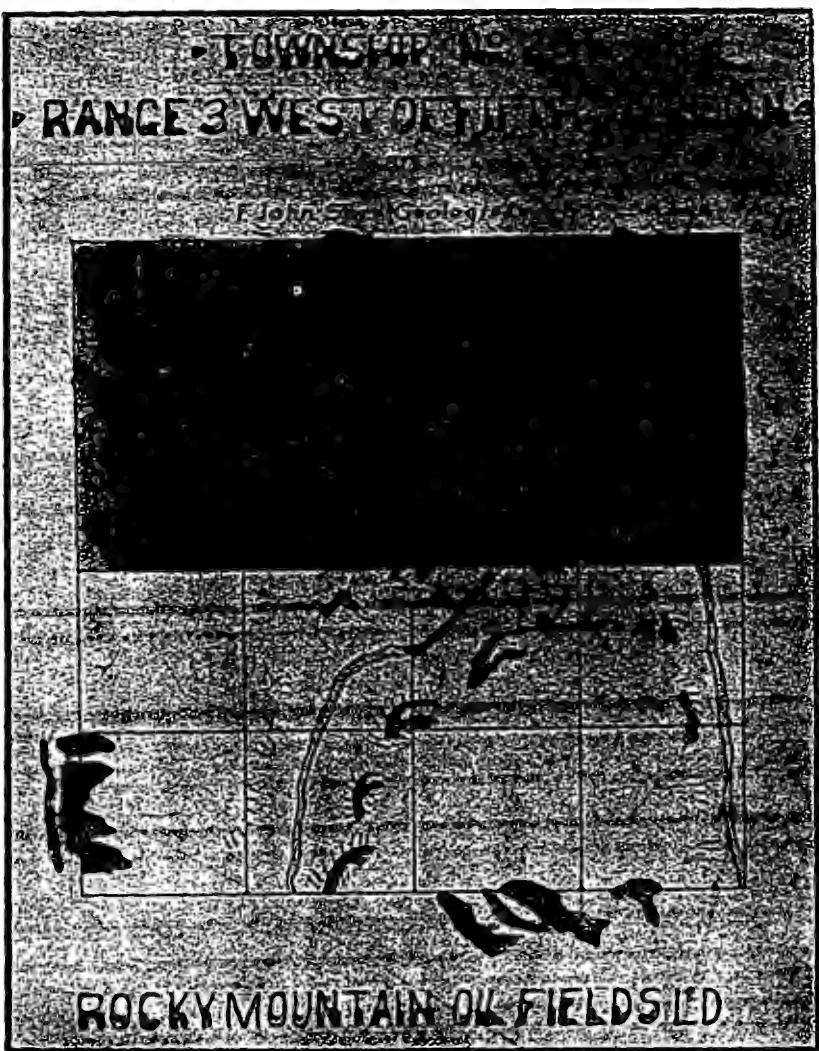
(Signed) F. JOHN SUR.

DRILLING CONTRACTS

On October 21st, 1913, a contract was entered into by the Company with one Hugh H. Sutherland, of Toronto, who presented satisfactory credentials and references to the directors, whereby it was agreed that Sutherland was to drill one or more wells on Section 22, Township 19, Range 2, West of the fifth meridian, the petroleum and natural gas rights of which are the property of the Company.

All the expenses incidental to such drilling were to be borne by the said H. H. Sutherland, and in return he was to receive an assignment to him of every alternate eighty acres in the said section 22-19-2, that is to say:—

West half of the north-west quarter; the south half of the north-east quarter; the south half of the south-west quarter, and the west half of the south-east quarter of said section. The company to retain a one-tenth share in the profits arising from the production of petroleum from any well drilled thereon.



ALTERNATIVE SITES FOR WELL NO. 1 MARKED THUS:—X

By the terms of the contract, the said Hugh H. Sutherland was to commence drilling operations within ninety days from the date upon which the Minister of Interior of the Dominion of Canada gave his consent to the assignment of the various portions of the lease enumerated above from the Company to Hugh H. Sutherland, which consent the department has up to the present time withheld, as they do not care to recognize a divided interest in a lease. Thus the matter stood until recently.

Acting on instructions from the directors, the secretary wired Mr. Sutherland, June 1st, 1914, advising him of the Company's intention to rescind the contract and the following telegram was received:

TELEGRAM.

Toronto, Ont., June 2-4.

D. M. LeBourdais,

Secy. Rocky Mountain Oil Fields, Ltd.,
Beveridge Block, Calgary, Alta.

Lettergram Sutherland our care received. He London, England. Properties referred to have been assigned Tri-State Oil and Gas Co., Ltd. As we understand their and your joint interests in section and lease every way required protected by them no doubt they will look after your interests and you will so appreciate and act.

F. C. SUTHERLAND & CO.

And on June 3rd, 1914, another telegram was received as follows:

TELEGRAM.

Bradford, Pa., June 3, 14.

S. E. Beveridge,

Pres't Rocky Mountain Oil Fields, Ltd.,
Calgary, Alberta.

When sufficiently advanced Mr. Hunter requested you be advised maturing development plans. Two wells contemplated twenty-two immediately. Rigs being assembled. Drillers selected.

TRI STATE OIL & GAS CO., LTD.

A. A. Mulkin, Manager.

In view of the fact that the company, which is acting as successor to Mr. Sutherland in the matter of the drilling contract, expects to commence operations immediately, the directors have decided to allow them to proceed, especially as the Company has such a large area suitable for drilling that it is advisable that as many wells be put down as possible, so that the Company's property may be thoroughly tested in as short a time as possible.

On May 23rd, 1914, a contract was entered into with the North West Drilling Company, Limited, of Calgary, a very successful and capable company, for the drilling of a number of wells.

The first well is to be drilled on the N. $\frac{1}{2}$ of L.S.D. 12, Section 29, Township 20, Range 3, west of the fifth meridian, which location is shown on the attached map.

At the time of writing (June 5th), the drilling rig for the first well is being unloaded at Okotoks, the nearest railway point to the property.

TITLES

The titles to all leases have been carefully scrutinized by the Company's solicitors, Messrs. Lathwell & Waters, and they have also been passed on by Messrs. Clarke, McCarthy, Carson & McLeod.

The Articles of Association of the Company permit the payment of a commission of 25 per cent. for sales, but not more than 20 per cent. will be paid as commission for the sale of this issue.

The Directors hold the following shares in the Company:

S. E. Beveridge.....	6613
A. F. Landels	10495
J. C. Milligan	3510
T. A. P. Frost	1332
W. T. D. Lathwell	200
F. D. Beveridge	5196

All applications should be made on forms supplied by the Company and cheques or other remittances made payable to the Company.

The Company reserves the right to decline any application and return the money paid therewith.

Fifty thousand shares are offered to the public on terms of 50 per cent., with application and 50 per cent. upon allotment.

The number of shares fixed by the Articles of Association as to the qualification of a Director is one (1) share.

The minimum subscription on which the Directors may proceed to commence business is ten (10) shares and the minimum amount payable on application and allotment on each share is \$5.00, being the par value thereof.

Preliminary expenses will not exceed One Thousand Dollars, other than those already paid for out of the previous issue.

Copies of all contracts may be seen at the office of the Company, 316 Beveridge Building, Calgary, at any time during office hours.

CONCLUSION

It has been the aim of the directors of Rocky Mountain Oil Fields, Limited, to present to the public a proposition that will come as near an investment as shares in an oil company possibly can. The holdings of the Company have been carefully selected; they have been examined and approved by a geologist of repute, who has made a special study of the local field; the capitalization of the Company, while not excessive, still will allow ample funds for all necessary developments. No cash has been, or will be, paid for leases. The vendors of the property have sufficient faith in the enterprise to take their payment in full in stock.

As additional protection to the public, the vendors have placed \$200,000 of their shares (including bonus stock) in escrow with the Trusts & Guarantee Corporation, Limited, to be held, one-half until oil in paying quantities is struck in a well belonging to the Company; and one-half until all of the treasury stock is subscribed.

Investors will thus be assured that Rocky Mountain Oil Fields, Limited, shares will never be offered for sale by anybody at a lesser price than the price at which the Company has placed them on the market.

In conclusion, the directors would have it understood that they offer to the public shares in Rocky Mountain Oil Fields, Limited, with a full sense of the responsibility which their office entails. They have been following the development of the Alberta Oil Fields since the beginning, and while conscious of their own limitations and the uncertainties which must always attend an enterprise of this nature, they wish here to have it known that they have not lightly entered into this undertaking but with a full sense of their responsibility, and they hereby covenant to perform their duties conscientiously and to the best of their abilities so that the name Rocky Mountain Oil Fields, Limited, shall be known far and wide as a symbol of success.

Memorandum of Association

OF

Rocky Mountain Oil Fields, Limited

1 The name of the Company is ROCKY MOUNTAIN OIL FIELDS, LIMITED.

2 The registered office of the Company will be situate in the City of Calgary, in the Province of Alberta.

3. The objects for which the Company is established are:—

(a) To purchase or otherwise acquire the mining rights and particularly petroleum and natural gas leases and all rights, powers and privileges connected therewith and incidental thereof, of and affecting certain land in the vicinity of the City of Calgary, and for that purpose to enter into and execute such agreements or other documents as may be necessary therefor and to carry the same into effect.

(b) To purchase or otherwise acquire real or personal property of all kinds in the Province and in particular land, oil and natural gas wells, refineries, mines, mining rights, minerals, ores, buildings, machinery, plant, stores, patents, licenses, concessions, rights of way, light or water, and any rights or privileges which it may seem convenient to obtain for the purpose of or in connection with the business of the Company, and whether for the purposes of resale or realization or otherwise, and to manage, develop, sell, exchange, lease, mortgage, or otherwise deal, with the whole or any part of such property or rights.

(c) To dig or bore for, raise, crush, wash, smelt, assay, analyze, reduce, refine, transform, amalgamate and otherwise treat all and every kind of ore, deposit, mineral, metallic, substance and other minerals and petroleum oil and natural gas and compounds of all kinds, whether belonging to the Company or not, and to render the same merchantable and to buy, sell and deal in the same or any of them and any forms and products thereof.

(d) To carry on the business of a mining, smelting, milling and refining Company in all or any of its branches.

(e) To carry on the business of producers, refiners, storers, suppliers and distributors of petroleum and natural gas and petroleum products in all its branches.

(f) To acquire by purchase, lease, hire, exchange, or otherwise, such timber lands or leases, timber claims, licenses to cut timber, surface rights, and rights of way, water rights and privileges, mills, factories, furnaces for smelting and treating ores and refining metals, oil and gas, buildings, machinery, plant or other real or personal property as may be necessary for or conducive to the proper carrying out of any of the objects of the Company.

(g) To prospect, explore, develop, maintain, and carry on all or any lands, wells, mines, or mining rights, minerals, ores, works or other properties from time to time in the possession of the com-

pany, in any manner deemed desirable, to erect all necessary or convenient refineries, mills, works, machinery, laboratories, workshops, dwelling-houses for workmen and others, and other buildings, works and appliances and to aid in or subscribe towards, or subsidize any such objects.

(h) To construct, maintain, alter, make, work and operate on the property of the company or on property controlled by the company, any canals, trails, roads, ways, tramways, bridges and reservoirs, dams, flumes, race and other ways, water-courses, aqueducts, wells, wharves, piers, furnaces, sawmills, crushing works, smelting works and concentrating works, hydraulic works, electrical works and appliances, warehouses, buildings, machinery, plant, stores and other works and conveniences, which may seem conducive to any of the objects of the company, and with the consent of the shareholders in general meeting to contribute to, subsidise or otherwise aid to take part in any such operation though constructed and maintained by any other company or persons outside of the property of the company, and to buy, sell, manufacture and deal in all kinds of goods, stores, implements, provisions, chattels and effects required by the Company or its workmen and servants, or which may in the opinion of the Company be conveniently dealt in by the Company.

(i) To build, acquire, own, charter, navigate and use steam and other vessels for the purposes of the Company.

(j) To take, acquire, and hold as the consideration for ores, metals, minerals, petroleum oil or natural gas sold or otherwise disposed of, or for goods supplied or for work done by contract or otherwise, shares, debentures, bonds or other securities of or in any other Company, the objects of which are restricted as herein aforesaid, and to sell or otherwise dispose of the same.

(k) To enter into any arrangement for sharing profits, union of interest, or co-operation with any other person or company carrying on, or about to carry on, any business or transaction which this Company is authorized to carry on.

(l) To purchase or otherwise acquire and undertake all or any of the assets, business, property, privileges, contracts, rights, obligations, and liabilities of any person or company carrying on any part of the business which this Company is authorized to carry on, or possessed of property suitable for the purposes thereof.

(m) To borrow or raise money for the purposes of the Company and for the purpose of securing such money and interest or for any other purpose to mortgage or charge the undertaking or all or any part of the property of the Company, present or after acquired, and to create, issue, make, draw, accept, and negotiate perpetual or redeemable debentures or debenture stock, promissory notes, bills of exchange, bills of lading, warrants, obligations and other negotiable and transferable instruments.

(n) To distribute any of the property of the Company among the members in specie.

(o) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with the undertaking of the whole or any part of the property and rights of the Company with power to accept as the consideration any shares, stocks, or obligations of any Company; provided, however, that in case of a sale for shares in a Company such shares shall be fully paid up and to all such other things as are incidental or conducive to the attainment of the foregoing objects.

(p) To promote or form or assist in the promotion or formation of any companies, businesses, or undertakings having objects wholly or in part similar to those of this Company, or for the purpose of acquiring, purchasing, holding, working, or otherwise dealing with any property of the Company, or in which this Company is interested, or for any other purpose, with power generally to assist such companies, businesses or undertakings, and in particular by paying or contributing towards the preliminary expenses thereof, or by taking or disposing of shares therein, or by lending money thereon upon debentures, or otherwise, and further to pay out of the funds of the Company all expenses attending the issue of any prospectus, circular or notice connected with this or any other Company.

(q) To enter into any agreement with any government or authority, federal, provincial, municipal, local or otherwise, that may seem conducive to the Company's interests or any of them and to obtain from such government or authority or take over from other persons or Companies possessing the same any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out and utilize the same; and to obtain or assist in obtaining any Acts of Parliament or of Legislature of any sanctions or orders of any such government or authorities which the Company may deem proper.

(r) To acquire by subscription, purchase or otherwise, and to accept and take, hold or sell, shares or stock in any Company, society or undertaking, the objects of which shall in whole or in part be similar to those of this Company or such as may be likely to promote or advance the interests of this Company.

(s) To establish, promote, and otherwise assist any Company or Companies for the purpose of furthering any of the objects of this Company.

(t) To invest the moneys of the Company not immediately required, in such manner as from time to time may be determined.

(u) Upon any issue of shares, bonds, debentures, or other securities of the Company to employ brokers, commission agents, and underwriters, and to provide for the remuneration of such persons for their service by payment in cash or by the issue of shares, debentures, or other securities of the Company or by the granting of options to take the same or in any other manner allowed by law.

(v) Generally to carry on any other business, except the business of banking, the business of insurance, or the business of a Trust Company, or the construction or operation of railway, telegraph or telephone lines, which may seem to the Company capable of being conveniently or profitably carried on in connection with the above, or calculated directly or indirectly to enhance the value and render profitable any of the Company's properties or rights, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objects herein enumerated, or incidental to the powers herein named, or which shall at any time appear to be conducive or expedient for the protection or benefit of the Company. And it is hereby declared that in the interpretation of this clause the meaning of the Company's objects shall not be restricted by reference to any other object or by the juxtaposition of two or more objects and that in the event of any ambiguity this clause shall be construed in such a way as to widen and not to restrict the powers of the Company.

4 The liability of the Members is limited.

5 The capital of the Company is Five Hundred Thousand (\$500,000) Dollars, divided into ~~five~~ ^{eighty thousand} shares of Five (\$5) Dollars each.

PROVIDED that nothing herein contained shall be deemed to confer upon the Company any powers to which the jurisdiction of the Legislature of the Province of Alberta does not extend, and particularly shall not be deemed to confer the right to issue promissory notes in the nature of bank notes and all the powers in the said Memorandum of Association contained shall be exercisable subject to the provisions of the laws in force in Alberta and regulations made thereunder in respect to the construction and operation of railways, telegraph and telephone lines, the business of insurance and other business with respect to which special law and regulations may now or may hereafter be put in force.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
J. LANGNER, Stockbroker, Calgary-----	ONE SHARE.
A. F. LANDELS, Real Estate Broker, Calgary-----	ONE SHARE.
S. E. BEVERIDGE, Gentleman, Calgary-----	ONE SHARE.
Total Shares Taken-----	THREE SHARES.

Dated the 29th day of August, 1913,

Witness to the above Signatures:

HERBERT S. F. LOW.

STANDARD PUBLISHING CO., LTD.

229A 8TH AVE. W. - CALGARY

Application for Shares

TO THE BOARD OF DIRECTORS,
ROCKY MOUNTAIN OIL FIELDS, LIMITED,
316 Beveridge Building, Calgary, Alta.

I, the undersigned, hereby apply for Shares of the Capital Stock of ROCKY MOUNTAIN OIL FIELDS, LIMITED, of the par value of \$5.00 each, for which I agree to pay the sum of Dollars, as follows:

\$..... with this application.

\$..... on allotment.

The directors of the Company shall not be obliged to accept this application in whole or in part, and I agree to accept such shares as may be allotted. I acknowledge receipt of the Company's prospectus herewith.

Dated this day of 191.....

(Signature)

(Occupation)

(Address)

Capital \$500,000.